

Policy Wording

Mediserve Professional Indemnity.

This Policy of insurance is called Mediserve Professional Indemnity.

Words and phrases that appear in bold type have special meaning in this Policy. Please refer to SECTION II - DEFINITIONS of this Policy document for special meanings.

Preamble

This Policy is evidence of the Contract between **YOU** and **US**. The proposal along with any written statement(s), declaration(s) of **YOURS** for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of **YOUR** having paid the premium for the period stated in the Schedule or for any further period for which **WE** may accept the payment for renewal of this Policy, **WE** will insure **YOUR** liabilities as specified in the Schedule during the Period of Insurance and accordingly **WE** will indemnify **YOU** in respect of Claim made and reported during the Period of Insurance in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exemptions of this Policy in so far as they relate to anything to be done or complied with by **YOU** have been met. The schedule shall form part of this Policy and the term "Policy" whenever used shall be read as including the "Schedule".

Section I - INSURING AGREEMENT

We will pay on **Your** behalf all sums which **You** become legally obligated to pay as Damages in respect of a **Medical Incident**, arising out of Your provision of **Healthcare Services** and **Telehealth Services**, to which this Policy applies, provided such **Medical Incident** occurs on or after the **Retroactive Date** and for which a **Claim** is first made against You and reported to Us during the Policy Period. We will also pay **Claim Expenses** resulting from any **Claim** arising out of **Your** provision of **Healthcare Services** and **Telehealth Services**.

Section II – DEFINITIONS

“**Circumstances**” shall mean an incident, occurrence, fact, matter, act or omission, which may give rise to a **Claim**.

“**Claim**” shall mean any written demand received by the **Insured** for **Damages**, including but not limited to, a civil proceeding commenced by the service of a complaint or similar pleading, or arbitration or other alternative dispute resolution proceeding, alleging a negligent act, error or omission in the **Healthcare Services** and **Telehealth Services** rendered by the Insured.

“**Claim Expenses**” shall mean all legal costs and expenses reasonably incurred in the investigation, defence and settlement of any **Claim**, except any internal or overhead expenses or costs incurred by the **Insured** and any salaries of **Employees** of the **Insured**.

“**Damages**” means any amount that **You** are or become legally liable to pay in respect of settlements and judgments against **You**. **Damages** does not include the return, withdrawal or reduction of professional fees, profits or charges for **Healthcare Services** and **Telehealth Services** rendered by You.

“**Deductibles**” shall mean the amount stated in the schedule of the policy, which the **Insured** shall have to bear, in respect of each **Claim** under the policy.

“**Doctor**” means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or set up / recognised by the Government of India or a State Government or equivalent recognised authority and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license

“**Document**” includes all Documents whether in soft or hard copy form (including computer records) belonging to the Insured or for which the Insured is legally responsible, whilst in custody of the Insured, or in the custody of any person to or with whom they have been entrusted, lodged or deposited by the **Insured** in the ordinary course of the **Healthcare Services** and **Telehealth Services** rendered by the **Insured**

“**Employee**” means Qualified Assistants, Nurses or any Qualified Technicians other than a Director or Partner of the Insured, who is or has been under a

contract of employment with the Insured, in connection with the **Healthcare Services** and **Telehealth Services** rendered by the Insured. This definition does not include apprenticeships or sub-contractors or any similar schemes

“Healthcare Services” means:

- Medical services within Your area of practise and declared specialty in the Proposal and specifically mentioned in the Policy Schedule, being directly related to evaluating, diagnosing and treating patients, and the routine medical care incidental to the provision of such services to Patients for a fee; OR
- The rendering of emergency medical treatment without previous responsibility and the expectation of compensation; OR
- Provision of diagnostic services on standalone basis by an Insured, provided that the Insured holds accreditation from National Accreditation Board for Medical Imaging Services (NABMIS) or National Accreditation Board for Laboratories (NABL)

“Human Clinical Trial” is defined as below :

- A. means testing of material upon or within human beings to establish the effectiveness or safety of such material
- B. includes:
 - 1 the providing of the srilmagesinformation necessary to obtain the informed consent of human beings to participate in such testing; and
 2. other activities in connection with the testing

“Insured” shall mean the Policyholder as stated in the schedule of the policy

“Limit of Liability” means the maximum amount payable in any one **Claim** referred to as the Any one Incident limit of indemnity specified in the schedule and where an aggregate limit of liability be separately stated, the Any one Year limit specified in the schedule in respect of all Claims during the currency of the policy which the **Company** may be liable to pay to the Insured as per the terms and conditions contained herein. **Claim expenses** and **Telehealth services Limit** are part of **Limit of Liability**.

“Medical Incident” means any actual or alleged negligent act or omission in the furnishing of **Healthcare Services** and **Telehealth Services** by You.

“Medical Establishment” means and includes:

Hospital:

- “Hospital”** wherever appearing/specified in this Policy means any institution, established for indoor care and treatment of sickness and injuries and which
- a. has been registered either as a Hospital with the local authorities and is under the supervision of a registered and qualified **Doctor** or
 - b. should comply with minimum criteria as under:-
 - i) it should have at least 10 inPatient beds, in those towns having a population of less than 10,00,000 and in all other places 15 inPatient beds;
 - ii) fully equipped operation theatre of its own, wherever surgical operations are carried out;
 - iii) fully qualified nursing staff under its employment round the clock; and
 - iv) fully qualified Doctor(s) should be in-charge round the clock. Or
 - c. the nature of medical treatment is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical treatment and shall be performed by a registered and qualified medical Doctor.

OPD Centre:

OPD Centre means a clinic or associated facility like a consultation room for diagnosis and treatment with the local authorities and by the nature of medical treatment is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical treatment and shall be performed by a registered and qualified medical practitioner.

For the purpose of this definition, the term “Hospital/ OPD Centre” shall not include an establishment, which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or any other like place and does not include the clinical establishments owned, controlled or managed by the Armed Forces

Diagnostic Centre:

Diagnostic Centres means any medical facility where diagnostic tests and procedures are performed to diagnose various medical conditions and illnesses. Only those Diagnostic Centres which have accreditation from National Accreditation Board for Medical Imaging Services (NABMIS) or National Accreditation Board for Laboratories (NABL) fall within the scope of this policy

“Patient” means any natural person seeking or receiving **Healthcare Services** and **Telehealth services** from You, either on a private or public inpatient,

outpatient or emergency basis.

“**Period of Insurance**” shall mean the period of time shown in the schedule to this policy

“**Personal Injury**” means bodily injury, mental injury, mental anguish, shock, sickness, disease or death.

“**Policyholder**” shall mean the Medical Establishments or Doctor named as such in the schedule.

“**Property Damage**” shall mean any damage to or destruction of any tangible property including loss of use thereof and any consequential loss directly resulting there from.

“**Proposal**” means the application and any other relevant information submitted for effecting this policy

“**Telehealth services**” means the Medical services within Your declared specialty and specifically mentioned in Policy Schedule being directly related to evaluating, diagnosing or treating patients for a fee using a range of telecommunications technologies.

“**Telehealth services Limit**” means the amount specified as such in the schedule and is the most **We** will pay under the policy for the sum of **Damages** and **Claim Expenses** in respect of a **Medical Incident** arising out of Your provision of **Telehealth Services**. **Telehealth services Limit** is a part of **Limit of liability** and not in addition to it.

“**Retroactive Date**” is the date when the risk is first incepted under a Claims made policy and thereafter renewed without break in the period of cover. **Claims** arising out of damage or injury which occurred prior to this date are not covered.

“**You/Your**” means the policyholder named in the schedule

“**We/Us/Our/Company**” means HDFC ERGO General Insurance Company Limited

Section III – EXCLUSIONS

This policy will not indemnify the Insured in respect of any of the following:

3.1 **Property Damage**

Any **Claim** directly or indirectly arising out of, based upon, attributable to or as a consequence of, any **Property Damage**

3.2 **Delay**

Any **Claim** arising out of, based upon, attributable to or as a consequence of a delay in the performance of, and/or non-completion of any obligation to **Patient**, unless such a delay and/or noncompletion of any obligation arises from an actual or alleged negligent act, error or omission solely attributable to the **Insured** in discharge of **Healthcare Services** and/or **Telehealth Services**.

3.3 **Punitive Damages**

Any **Claim** arising out of, based upon, attributable to or as a consequence of:

- fines, taxes, penalties, treble or other multiple compensatory **Damages**; or
- punitive or exemplary **Damages**; or
- the return, restitution, or offset of fees, expenses or costs paid to the **Insured**; or
- any other Damages which are uninsurable in law.

3.4 **Insolvency**

Any **Claim** made against the **Insured**, where all or part of such **Claim** is directly or indirectly based upon or attributable to the insolvency of the **Insured**.

3.5 **Intellectual Property Rights**

Any **Claim** arising out of directly or indirectly, based upon, attributable to or in any way connected with a **Claim** for any actual or alleged misappropriation, infringement or violation of any confidential information, copyright, patent, trademark, trade name, trade secret, **Patient** information, database rights or any other intellectual property rights.

3.6 **Warranty**

Any **Claim** arising under any warranty or under any contractual obligation to the extent that the obligation gives rise to a **Claim** to which the **Insured** would not have been subject and/or to loss for which the **Insured** would not have been liable in the absence of the warranty or contract.

3.7 **Libel and slander**

Any **Claim** by reason of any libel or slander or malicious falsehood or any other

sort of defamation by the **Insured**.

3.8 **Computer Virus**

Any **Claim** arising out of:

- any computer viruses, worms or similar damaging or malicious electronically transmitted material or code, whether or not created or transmitted (directly or indirectly) by the Insured or
- hacking denial of service attack or other computer misuse intended to cause damage to the Insured or anyone else, whoever the perpetrator.

3.9 **Loss of Document**

Any **Claim** in respect of loss, damage to or destruction of, or expenses incurred in the replacement or restoration of any **Document**.

3.10 **Asbestos, Nuclear, Pollution and War**

Any **Claim** - directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.

- arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving, ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- arising out of, based upon, attributable to, as a consequence of, or in any way involving, directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
- arising out of, based upon, attributable to, as a consequence of or in any way involving war (whether declared or not), civil war, acts of sabotage, force of arms, armed international action or civil disorder.

3.11 **Terrorism**

Terrorism shall mean Loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- For the purpose of this Exclusion an act of terrorism means an act,

including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

- This Exclusion also excludes loss of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the **Company** alleges that by reason of this Exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

3.12 **Intentional/Dishonest Acts**

Any **Claim** arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent or criminal act committed or any willful, intentional non-compliance by the **Insured**.

3.13 **Opioids And Narcotics**

The policy will not cover Injury, damage, cost, loss, liability or legal obligation arising out of or in any way related to:

1. the actual or alleged abuse, misuse, illicit use, overuse, unlawful distribution, diversion of and/or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Narcotic Drugs and Psychotropic Substances Act, 1985 and/or Controlled Substance Act as amended from time to time or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; and
3. Failure to warn or inadequacy of any warning related to the addictive

properties of any substance referenced in 1.a. or 1.b. above.

3.14 **Electronic Smoking Device**

The policy will not cover liability, including all loss, cost and expense, directly or indirectly arising out of, resulting as a consequence of, or related to, and whether or not there is a related cause of loss which may have contributed concurrently or in any sequence to a loss, cost or expense from:

1. Electronic smoking device including the design, manufacture, distribution, sale, maintenance, use, repair, or the inhalation of vapor delivered from an “electronic smoking device”. “Electronic smoking device” means a battery powered device that delivers a vaporized inhalable substance through a mouthpiece including but not limited to battery-powered Cigarettes, Pipes, Cigars, Hookahs, and Vaporizers, other than steam or mist inhalers.
2. E-liquids and/or E-juice e.g. nicotine solutions, flavouring or any substance used in an Electronic smoking device

3.15 **Clinical Research or Clinical Trial**

Any **Claim** arising out of, based upon, attributable to or as a consequence of any **Human Clinical Trial**.

3.16 **Treatment Related To HIV/AIDS And Weightloss Exclusion**

Any **Claim** based upon, arising from or in consequence of **Personal Injury** which is actually or allegedly caused by, contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents or hepatitis C (HIV-C) or the use of drugs for weight reduction procedure/treatment

3.17 **Human T Cell Lymphotropic Virus Type III (HTLV 111) Or Lymphadenopathy Associated Virus (LAV)**

Any **Claim** arising from any condition directly or indirectly caused by or association with Human T cell Lymphotropic Virus Type III (HTLV 111) or Lymphadenopathy Associated Virus (LAV) or the mutants derives or variations thereof or in any way related to acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

3.18 **Genetically Modified Organisms**

Any liability arising out of actual or alleged loss of or **Damages** to property or liability whatsoever, directly or indirectly caused by or resulting from or contributed to/by or in consequence arising out of storage, deposit, consumption, manufacture, sale, distribution, production, processing, existence, or use of

Genetically Modified Organisms (“GMOs”).

For the purpose of this exclusion, GMOs is defined as below:

- i. Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they are derived, which are subjected to a genetic engineering process resulting in their genetic change,
- ii. Every biological or molecular unit which has self replication potential, or biological or molecular unit with self replication potential from which they are derived subjected to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable national/local legislations, laws, ethics, codes, rules and/or official regulations relating to genetic engineering or modification in any territory or jurisdiction in which a **Claim** is made is wider than the foregoing then such wider definition shall be deemed to be a part of this definition in addition to the foregoing

3.19 **TSE Exclusion**

Any liability arising out of actual or alleged loss or **Property Damage** or any liability whatsoever, directly or indirectly caused by or resulting from or contributed to/ by or in consequence or arising out of transmissible spongiform encephalopathy (“TSE”), including but not limited to bovine spongiform encephalopathy (“BSE”) or new variant Creutzfeld-Jakob disease (“CJD”).

3.20 **Blood and Blood Products**

Any **Claim** based upon, arising from or in consequence of the operation of blood banks except where these are purely providing blood or blood products for the **Healthcare Services** and **Telehealth Services**

3.21 **Claims arising out of Genetic Injuries caused by X-Ray Treatment/ Diagnosis or Treatment with Radioactive Substances**

Any **Claim** arising out of, based upon, attributable to or as a consequence directly or indirectly arising related to Genetic Injuries caused by X-Ray Treatment OR any Diagnosis OR Treatment with Radioactive substances or directly or indirectly caused by or contributed to by:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3.22 Loss of a purely financial nature such as loss of goodwill, loss of market

3.23 Any **Claim** based upon, arising from, or in consequences of the deliberate

conscious or intentional disregard by **Insured /or Insured's** technical and/or technical management or the need to take all reasonable steps to prevent Claims

- 3.24 Any **Claim** based upon, arising from, or in consequences of any third-party public liability
- 3.25 The performance of anaesthesia unless performed by a registered and qualified anaesthesiologist except for the performance by dentists and dental surgeons for any procedure carried out under general anaesthesia unless performed in a **Hospital**.
- 3.26 Any **Claim** directly or indirectly arising out of cosmetic plastic surgery including but not limited to hair transplants, punch graft, flap rotation, silicone implants and / or similar surgeries referred to as cosmetics.
- 3.27 Any **Claim** based upon, arising from, or in consequences of **Healthcare Services** and **Telehealth Services** rendered by the **Insured** prior to the **Retroactive Date** specified in the Schedule
- 3.28 Any services performed beyond the scope of **Healthcare Services** and **Telehealth Services** rendered as a **Doctor /or Medical Establishment** under national legislation, ethical codes and rules.
- 3.29 **Personal Injury** to any person under a contract of employment or apprenticeship with **Insured** when such **Personal Injury** arises out of the execution of such contract
- 3.30 Any **Claim** based upon, arising from, or in consequences of Medical Malpractice for IVF and wrongful life Claims
- 3.31 Any **Claim** based upon, arising from, or in consequences of any services rendered by an **Insured** while under the influence of intoxicants or drugs or any failure to render **Healthcare Services** and **Telehealth Services** competently or at all because of such influence.

3.32 **SANCTIONS LIMITATION CLAUSE LMA 3100A**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would

expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3.33 Any **Claim** directly or indirectly arising out of, based upon, attributable to or because of, any **Personal Injury** beyond the scope of **Healthcare Services** and **Telehealth Services**.

3.34 Any **Claim** directly or indirectly arising out of, based upon, attributable to or because of, any false arrest, wrongful eviction, wrongful detention and resulting in **Personal Injury** therefrom.

Section IV – GENERAL TERMS AND CONDITIONS

4.1 Duty of Care

The **Insured** shall take all reasonable precautions to prevent **personal injury** to **Patients** and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority. The **Insured** at own expense, shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the **Circumstances** may require.

4.2 Cancellation Provision

Cancellation by You

You can cancel the policy at any time during the policy term, by informing the Company.

For long term policies (policy duration more than 1 year):

In case of No claim: The **Company** shall refund proportionate premium for the unexpired policy period.

In case of claim: No refund shall be made for the year in which claim is made. The **Company** shall refund proportionate premium for the unexpired policy years.

For policy duration up to 1 year:

Company shall refund proportion premium for rest of the policy period subject to no claim(s) made during the policy period.

Cancellation by Company

The **Company** can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

4.3 Subrogation

The **Insured** shall at the expense of the **Company** do and concur in doing and permit to be done all such acts and things as may be necessary or required by the **Company** in the interest of any rights or remedies or of obtaining relief or indemnity from parties (other than those Insured under this policy) to which the **Company** shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Company**.

4.4 Disclaimer

If the **Company** disclaims liability to the **Insured** for any **Claim** hereunder and such **Claim** is not a subject matter of a suit in a court of law within 12 calendar months from the date of disclaimer, then the **Claim** shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

4.5 Policy disputes clause

Any dispute concerning the interpretation of the terms, Conditions, limitations and/or Exceptions contained herein is understood and agreed by both the **Insured** and the **Company** to be subjected to the applicable law of India Jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of Courts of India Jurisdiction.

4.7 Change in Exposure

If during the **Period of Insurance** any of the below occurs, the **Insured** must give written notice to the Company:

- any change in **Healthcare Services** and **Telehealth Services**
- a change in the geographical location in provision of **Healthcare Services** and **Telehealth Services** provided
- if the **Insured** entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity

The **Company** is then entitled to impose additional premium, terms and conditions

that the **Company** deems necessary. Such amendments due to change in exposure shall be recorded and annexed to this Policy as Endorsement which is signed by an authorized representative of the **Company**.

4.8 **Fraudulent Claims**

If the **Insured** make any request for payment or indemnity knowing the same to be false or fraudulent as regards amount, or otherwise, this policy will be void and all payment and indemnity under this policy shall be forfeited.

4.9 **Audit and inspection**

The **Company** may audit or inspect and have copies of any of the Insured's books, records, information and operations at any time upon reasonable notice to the Insured as far as such books, records, information and operations relate to any **Claim** or **Circumstance**.

4.10 **Alteration and Assignment:**

No change in, modification of, or assignment of interest and rights under this policy shall be effective under any Circumstances except when made by a written endorsement to this policy which is signed by an authorized representative of the **Company**.

4.11 **Other Insurances**

If at the time of any **claim** reported under this Policy, there shall be any other insurance effected by the Insured or by any other person on behalf of the insured, covering the same liability, then the **Company** shall not be liable to pay or contribute more than its rateable proportion of such liability

4.12 **Avoidance**

The **Company** will not seek to void this policy where it is alleged that there has been non-disclosure or mis-representation of facts or untrue statements in the written proposal provided to the **Company** upon which this policy is based including any information supplied for renewal or in renewal application forms provided that the **Insured** shall establish to the reasonable satisfaction of the **Company** that such alleged non-disclosure mis-representation or untrue statements were made innocently and free of any fraudulent conduct or intent to deceive. Provided that in all events the above paragraph shall not apply and shall have no effect on this policy's deductible amounts, sub-limits of liability, claims made and reported.

4.13 **Bankruptcy**

Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall

not relieve the Insurer of its obligations or deprive the Insurer of its rights or defences under this Policy.

4.14 **Arbitration (Not applicable for retail policies)**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

4.15 **Policy Interpretation and Jurisdiction**

The validity and interpretation of this Policy shall be exclusively governed by and construed in accordance with the laws of India Jurisdiction. This Policy, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

- headings are descriptive only, not an aid to interpretation;
- singular includes the plural, and vice versa;
- the male includes the female and neuter;
- all references to specific legislation include amendments to and re-enactments of such legislation; and
- references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made.

Any dispute under this policy is subject to the exclusive jurisdiction of India. In the event that any part of this Policy becomes unenforceable or invalid under any applicable law or becomes so by subsequent court decision, such unenforceability or invalidity shall not render the Policy unenforceable or invalid as a whole.

4.16 **Territorial Scope of Cover**

Where payment is to be made under this policy and subject to all terms and conditions of this policy, this policy shall apply to any **Loss** incurred or claims made in India unless otherwise stated in the policy schedule.

4.17 **Renewal**

The Insurer shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Insurer reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Insurer, however, shall not be bound to give

notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

4.18 **Compliance by Insured**

We have no duty to provide coverage under this insurance unless you and any other involved insured have fully complied with all of the terms and conditions of this insurance.

Section V – CLAIMS CONDITIONS AND PROCEDURE

5.1 **Reporting of any Incident to the Company**

When the **Insured** becomes aware of any event or **Circumstance** which may give rise to a **Claim** [regardless of any **Deductible**] the **Insured** must notify the **Company** immediately in writing with full particulars.

5.2 **Claims Correspondence**

Every letter, **Claim**, writ summons and process shall be forwarded to the **Company** on receipt within 90 days from the discovery. Written notice shall also be given to the **Company** immediately. The Insured should intimate the claim within 90 days or during the Policy Period, whichever is earlier. No claims should be reported post expiry of Policy.

5.3 **Conduct of Claim**

It is **Your** duty to defend Claims and arrange for legal representation, hearing, investigation and experts.

No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Company**. We shall not be under any obligation of duty to defend. However, **company** shall have right to participate in proceedings and may take over and conduct in the name of the **Insured** the defense or settlement of any **Claim** or to prosecute in the name of the Insured for its own benefit any Claim. The Insured shall give all such assistance and co-operation as the **Company** may require.

5.4 **Claims series**

Two or more **claims** arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be treated as a single **Claim** and shall be subject to one **Limit of Liability** and one **Deductible**.

5.5 **Company's Option**

In connection with any **Claim** or series of claims made against the **Insured** consequent on or attributable to one source or original cause the **Company** may at any time after the deduction of any **Deductible** pay to the **Insured** the Limit of Indemnity [after deduction of claim amount already paid] or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith

5.6 Limit of Company's Liability

The Limit of Liability stated in the Policy the Schedule or any Memoranda attached to the Policy shall be the maximum amount payable by the **Company** in the **Circumstances** described irrespective of the number of persons or legal entities named as the **Insured** and any other persons or legal entities which may be entitled to indemnity under this Policy For the purposes of the **Limit of Liability** and all other limits of the **Company's** liability all persons or legal entities named as the **Insured** together with any other persons or legal entities which may be entitled to indemnity under this Policy shall be treated as one party.

5.7 Claims Procedure

It is **Your** duty to defend Claims and arrange for legal representation, hearing, investigation and experts. **We** shall have the right to effectively associate with **You** in respect of conduct and management of the **Claim** to which Policy may apply, and may, at **Our** option, elect to assume conduct of **Your** defense and /or investigation of any such claim.

It shall be a condition precedent to any of **our** liability to make any payment under this Policy that in the event of any occurrence giving rise to or which may give rise to a **Claim** under this Policy that we will need the below mentioned information in complete

1. Written notice as mentioned in 5.1 of Section V above
2. Notify to **Us** in writing as soon as possible he/they shall have knowledge of any circumstances or impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy
3. Forward to **Us** immediately on receipt every claim notice or letter or verbal notice of claim or other originating process or any other document served on the Insured within 90 days or during policy period whichever occur earlier,

4. Give all such information and assistance as the insurer may require
5. The **Insured** shall not negotiate admit liability or make any promise payment or settlement without our written consent
6. The **Insured** shall not admit any liability or incur any Costs or expenses without our written consent, except in the event of an imminent and substantial threat to human health or the environment
7. **Company** shall in its sole discretion shall exercise its rights to
 - to take over and have the sole conduct and control of any **claim** and legal proceedings or alternative dispute resolution relating thereto in the name of the **Insured** and shall have full discretion in the settlement of any **claim**
 - To prosecute in the name of the **Insured** but for the Insurer's benefit any **claim** for compensation or indemnity.
8. In general, primarily, the following basic documentations are required for taking the **claim** forward:
 - Description of the **claim** or suit and the date received;
 - Description, in chronological order, as to how, when and where the circumstances leading to the **claim** or suit occurred including the date the insured was first aware of such loss
 - The names and addresses of any injured persons and any witnesses;
 - The nature, location and extent of any injury;
 - The nature and quantum of damages claimed against **you** along with supporting or, if the claimant has not quantified its damages, **your** estimate of the quantum of damages which may be claimed against **you**.
 - Copies of all relevant documents relating to the underlying transaction which gave rise to the **claim**, including correspondence prior to the occurrence and any agreements entered into;
 - Copy of any internal or external, survey, investigation or test reports and all other relevant reports;
 - Copies of all written demands made against **you**;
 - If court proceedings have been initiated, copies of all court documents served on you and all court documents filed by **you**;
 - Copies of all relevant internal communications, including a log on all internal verbal communications whether prior or subsequent to the occurrence giving rise to the **claim**;
 - Details of other persons or entities which may be responsible or liable for the loss or damage being claimed; and
 - Contact details of person handling the **claim** in insured's company

In addition, you must:

- i. authorized **us** to obtain records and other information;
- ii. co-operate with **us** in the investigation of the **claim** or in the defence of the suit;
- iii. allow **us** reasonable access to **your** premises, records and other information; and
- iv. assist **us**, upon **our** request, in the enforcement of any right against any person or organisation that may be liable to **you** because of loss to which the policy applies.

Our Claims process:

- An acknowledgement with respect to the **claim** intimation is given to the **insured**, once **we** are in receipt of any **claim** intimation from the **insured**, a list of preliminary documents is requested from the **Insured**.
- Surveyor / Investigator may be appointed, if required.
- In case of surveyor appointment, the details of the appointment is conveyed to the Insured within 24 hours of reporting of claim
- Insurance company can appoint investigator at any stage of **claim** for fact finding or for investigating reported claim.
- In case of settlement, offer of **claim** settlement will be made to the Insured within 7 days of receipt of the last document / Surveyor report
- In case of rejection or settlement, **Claim** will be settled by the Insurer within 7 days from the receipt of last, relevant & necessary document from the **Insured**.
- Apart from surveyor, an investigator and/or forensicinvestigator can be appointed and Legal counsel opinions be can be sought, if required.

The documents required for processing of claims are:

- Policy/Underwriting documents.
- Survey Report along with annexure and/or Photographs wherever applicable
- All documents and/or information relevant to the **claim**
- Discharge voucher of the Insured accepting full and final settlement

Apart from above Standard documents some other documents may be called for

based on the nature of **claim**.

5.8 **No Third-party Rights**

Notwithstanding what is stated in any Law, this policy is not intended to confer any rights or benefits on and or enforceable by any Third Party other than **You** and accordingly no Third Party shall acquire any rights in relation to or under this policy nor can enforce any benefits or claim under term of this contract a gainst **You**

5.9 **Premium Payment**

It is hereby agreed that, as a condition precedent to any liability under this Policy, any premium due must be paid and actually realised by **Us** in full. In the event of non-realisation of the premium, the Policy shall be treated as void-ab-initio.

5.10 **Clerical Error**

A clerical error by **Us** shall not invalidate the insurance cover otherwise validly in force, nor continue the insurance cover otherwise not validly in force.

GRIEVANCE REDRESSAL PROCEDURE

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Our Grievance Redressal Officer

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us: 022 6158 2020/ 022 6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell ,
HDFC ERGO General Insurance The Company Ltd.
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance documentt before the commencement of risk, we will deduct Rs. 250 & will refund the premium paid.

You may also refer Our website www.hdfcergo.com”<https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu</p>
<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL Office of the Insurance Ombudsman, LIC of India, Zonal Office Bldg. 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202/ 2769203/ 2769200 Email: oio.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455/ 2596003/ 2596429 Fax: 0674 - 2596429 Email: oio.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468/ 2773101 Email: oio.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: oio.chennai@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-46013992 Email: oio.delhi@cioins.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2632205 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23376991/ 23376599 Email: oio.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: oio.jaipur@cioins.co.in	Rajasthan
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 – 2358759/ 2358734 Email: oio.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: oio.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai- i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar Jharkhand
PUNE Office of the Insurance Ombudsman, JeevanDarshan LIC Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane – 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.”